



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Ellenville, Village of and Ellenville Police Benevolent Association (2000)**

Employer Name: **Ellenville, Village of**

Union: **Ellenville Police Benevolent Association**

Local:

Effective Date: **06/01/00**

Expiration Date: **05/31/03**

PERB ID Number: **7567**

Unit Size: 1

Number of Pages: **38**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

7567\_05312003

Ellenville, Village Of And Ellenville  
Police Benevolent Assn

v ellenville/PRBA  
1507 VI  
31940 POR

## AGREEMENT

---

between

**VILLAGE OF ELLENVILLE**

and

**ELLENVILLE POLICE BENEVOLENT ASSOCIATION**

**JUNE 1, 2000 THROUGH MAY 31, 2003**

Ellenville 2000 Agr

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
**RECEIVED**

DEC 05 2001

**CONCILIATION**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - PURPOSES .....	1
ARTICLE II - CONFLICTS WITH OTHER LAWS.....	1
ARTICLE III - RECOGNITION .....	2
ARTICLE IV - MAINTENANCE OF STANDARDS.....	2
ARTICLE V - RETIREMENT.....	2
ARTICLE VI - UNIFORM ALLOWANCE.....	3
ARTICLE VII - PAID LEAVE CREDITS.....	4
ARTICLE VIII - HOLIDAY PAY.....	6
ARTICLE IX - VACATIONS .....	7
ARTICLE X - LIFE INSURANCE .....	8
ARTICLE XI - HEALTH INSURANCE AND OPTICAL PLAN .....	8
ARTICLE XII - EMERGENCY LEAVE.....	9
ARTICLE XIII - WORK SCHEDULES .....	9
ARTICLE XIV - BIDDING.....	10
ARTICLE XV - TOUR SWAPS .....	11
ARTICLE XVI - EMPLOYEE WORK PROTECTION .....	11
ARTICLE XVII - REIMBURSEMENTS.....	12
ARTICLE XVIII - OUTSIDE EMPLOYMENT .....	12
ARTICLE XIX - ELLENVILLE PBA RIGHTS.....	12
ARTICLE XX - EMPLOYEE PROTECTION .....	13
ARTICLE XXI - GRIEVANCE PROCEDURE .....	13
ARTICLE XXII - EDUCATION .....	16
ARTICLE XXIII - INVALID ARTICLES.....	16
ARTICLE XXIV - SALARIES .....	17
ARTICLE XXV - FLEXIBLE SPENDING PLAN.....	19

	<u>Page</u>
ARTICLE XXVI - DEFERRED COMPENSATION .....	19
ARTICLE XXVII - GENERAL MUNICIPAL LAW SECTION 207-c .....	19
ARTICLE XXVIII - MISCELLANEOUS.....	25
ARTICLE XXIX - TERM OF AGREEMENT.....	26
SCHEDULE "A" - SALARY SCHEDULE .....	27
<del>SCHEDULE "B" - SALARY SCHEDULE .....</del>	<del>28</del>
APPENDIX "C" - UNIFORM ARTICLES AND EQUIPMENT .....	29
REQUEST TO DECLINE & WAIVE HEALTH INSURANCE COVERAGE .....	30
REQUEST TO RESUME HEALTH INSURANCE COVERAGE.....	32
GENERAL MUNICIPAL LAW SECTION 207-C APPLICATION .....	33
EMERGENCY LEAVE SIDE LETTER.....	36

## **AGREEMENT**

This Agreement made in Ellenville, New York, on this \_\_\_\_ day of \_\_\_\_\_, 2001 which Agreement is effective the 1<sup>st</sup> day of June, 2000 by and between the VILLAGE OF ELLENVILLE (hereinafter referred to as the "Village") and the ELLENVILLE POLICE BENEVOLENT ASSOCIATION (hereinafter referred to as the "Ellenville PBA").

---

### **WITNESSETH:**

In consideration of the mutual covenants and promises hereinafter set forth, each party agrees with the other as follows:

## **ARTICLE I**

### **PURPOSES**

It is the purpose and intent of this Agreement to promote harmonious and cooperative relationships between the Village and its employees, for the mutual benefit of both, and for the benefit of the public.

## **ARTICLE II**

### **CONFLICTS WITH OTHER LAWS**

This Agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, resolutions, ordinances and local laws of the government not inconsistent with the Civil Service Law, the Judiciary Law or this Agreement. In the event that any of the provisions of this Agreement are inconsistent with any general, special, local law, ordinance or ruling of any state departments, such provisions shall be of no effect.

### **ARTICLE III**

#### **RECOGNITION**

The Village recognizes the Ellenville PBA as the exclusive representative for collective negotiations of all regular uniform personnel serving in the positions of Patrolman, Sergeant, Lieutenant and Dispatcher, but excluding the Chief of Police and the Assistant Chief of Police.

The Ellenville PBA shall have exclusive representative status for the maximum period permitted by law.

### **ARTICLE IV**

#### **MAINTENANCE OF STANDARDS**

A. It is understood that any policy or procedure change affecting terms and conditions of employment of the bargaining unit may not be changed without the voluntary mutual consent of the Ellenville PBA

B. A past practice will be any practice or rule relating to a condition of employment which is established by, (i) its clarity and consistency; (ii) longevity and repetition; and (iii) acceptability and mutuality. There will be no change in such condition without first having obtained agreement and consent of the Ellenville PBA. Questions concerning the interpretation of this provision shall be determined by ordinary contract process provided herein.

### **ARTICLE V**

#### **RETIREMENT**

All members of this bargaining unit (excluding Dispatchers) shall be covered by Section 384-d of the Retirement and Social Security Law or any subsequent amendment thereto under the New York State Policemen's and Firemen's Retirement System (referred to as the "20 Year Plan"). The cost of the aforesaid retirement plan shall be fully funded by the Village. The present policy for retirement and its funding by the Village, for Dispatchers, shall continue.

## **ARTICLE VI**

### **UNIFORM ALLOWANCE**

Each employee shall receive a uniform allowance in October of each year in the following amounts:

June 1, 2000 - \$650.00

June 1, 2001 - \$675.00

June 1, 2002 - \$700.00

Each employee shall receive a uniform maintenance allowance in September of each year in the following amounts:

June 1, 2000 - \$625.00

June 1, 2001 - \$650.00

June 1, 2002 - \$675.00

The Village shall provide to all members of the bargaining unit, the uniform articles and equipment as set forth in Appendix "C" attached hereto and made a part of this Agreement. In the event the Village requires additional uniform articles or equipment not set forth in Appendix "C" of this Agreement, they shall provide such articles and equipment to each member of the bargaining unit at no cost to them, at which time it will become part of Appendix "C". Any changes in uniform style and/or color will be fully funded by the Village and shall not affect the uniform allowance for any given year.

Payment of the aforesaid sums shall continue per present practice. Uniform shall only be used while performing official Village police work. No uniform allowance will be paid in the first year of employment.

**ARTICLE VII**  
**PAID LEAVE CREDITS**

**A. Sick Leave:**

Each member of the Ellenville PBA shall be credited with eleven (11) days of sick leave in the first year of employment, twelve (12) days each for the second and third year of employment, and thirteen (13) days each year beginning with the fourth year of employment. These days shall be credited to each unit member on June 1<sup>st</sup> of each year. Sick leave may be used for personal illness or illness in the immediate family. If requested, medical proof substantiating the illness must be submitted after three (3) days of successive absence for illness. A unit member under quarantine, even though not ill, may use such leave until the termination of said quarantine. No more than five (5) consecutive workdays may be used for family illness in any one (1) year.

**B. Payment for Accumulated Sick Leave:**

Unused sick leave, not to exceed one hundred fifty (150) days, shall be paid in a lump sum to a member within thirty (30) days after retirement or in the event of permanent disability sustained by such member within or outside the scope of his or her employment. All unused sick leave shall be paid to the unit member's spouse, beneficiary or estate as the case may be of the deceased member. Any bargaining unit member who notifies the Village three (3) years in advance of their intent to retire shall have the following number of days added to their annual salary as set forth in Schedule "B" of this Agreement.

<u>Year</u>	<u>No. of Days</u>
1 <sup>st</sup> Year	30
2 <sup>nd</sup> Year	35
3 <sup>rd</sup> Year	40



The one hundred five (105) days shall be taken from the bank in effect at the time of the notification to retire. The remaining balance of unused sick leave shall be paid in a lump sum to the affected member within thirty (30) calendar days of retirement at the rate of pay in effect at the time of retirement.

An employee shall be permitted to make only one (1) election for retirement in his or her career. Should a member make an election to retire under this section, the member may revoke that election within five hundred forty-seven (547) days of the date of election, counting the date of election. Beginning with the five hundred forty-eighth (548) day after election, the member may only be permitted to revoke that election in the sole discretion of the Village Board of Trustees regardless of whether the Board has moved in reliance on the revocation. Should the Board agree to the revocation, the member must return to the Village the number of sick days or their equivalent in cash equal to 1.05 (last year of election), 1.10 (2<sup>nd</sup> year of election), 1.15 (3<sup>rd</sup> year of election) times the number of sick days for which the individual had added to that individual's annual salary under Article VII or its successor, plus actual cost to the Village for its share of the payroll burden based upon the amount of money paid to an employee for cashed-in sick days under this Article. If the member does not have a sufficient number of sick days to accomplish this, then the Village has the right to withhold from the member's pay check an amount of money equivalent to a maximum of ten percent (10%) of that member's gross salary during the pay periods following the revocation until the entire amount of money has been returned to the Village.

C. Personal Leave:

Effective June 1<sup>st</sup> of every year all members of the bargaining unit shall be credited with four (4) days of personal leave. All unused personal leave days shall be converted to sick leave at the end of each fiscal year. Requests for personal leave days shall be normally submitted, in writing, to the Chief of Police within three (3) calendar days prior to the day(s) requested, except in cases of emergency. In cases of emergency, all requests may be made to the Chief of Police or designee, orally. In the fifteenth (15<sup>th</sup>) year of service, five (5) days of personal leave shall be credited on June 1<sup>st</sup>.

**D. Family/Bereavement Leave:**

In the event of death or serious health condition (as defined by the FMLA) in the immediate family, unit members may request a family leave of absence. Immediate family is defined as husband, wife, children and/or any other member of the employee's household, including father, mother, brother, sister, grandfather, grandmother, father-in-law and mother-in-law. Such leave shall be granted up to a maximum of one (1) week. Leaves granted pursuant to this section shall not be charged to other leave credits herein and the employee shall be paid his/her normal day's salary for each day of absence.

**ARTICLE VIII**

**HOLIDAY PAY**

Each Ellenville PBA member covered by this Agreement shall be paid for the following thirteen (13) holidays per year:

- |                          |                                   |
|--------------------------|-----------------------------------|
| 1. New Year's Day        | 8. Columbus Day                   |
| 2. Lincoln's Birthday    | 9. Veterans' Day                  |
| 3. Washington's Birthday | 10. Election Day                  |
| 4. Easter Sunday         | 11. Thanksgiving Day              |
| 5. Memorial Day          | 12. Christmas Day                 |
| 6. Independence Day      | 13. Martin Luther King's Birthday |
| 7. Labor Day             |                                   |

The Holiday Pay is to be paid in a lump sum on the first (1<sup>st</sup>) pay day in the month of December and will reflect the salary of the Ellenville PBA member at the time of payment. Each Ellenville PBA member shall be paid for all holidays occurring during his employment with the Village regardless of the number of holidays actually worked.

## **ARTICLE IX**

### **VACATIONS**

As of June 1<sup>st</sup> of each year, an employee will be credited with vacation days for the fiscal year as follows:

1. First year of employment - 10 days
2. More than 1 year but less than 7 years - 15 days
3. More than 7 years of employment - 20 days

An employee who is hired in his first year at any time other than June 1<sup>st</sup> will be entitled to vacation in his first year at the rate of 10/12 days per month for each month between the time he is hired and June 1<sup>st</sup> of the following year. In the event an employee leaves, he will be entitled to vacation pay for the pro-rata portion of the fiscal year during which he was employed by the Village.

Vacations shall be scheduled by the Chief of Police, giving to employee's choice according to seniority, where practicable and where consistent with continued efficient operations. Employee request for specific vacation weeks must be submitted to the Chief of Police on or before June 1<sup>st</sup> in any year.

Vacation must be used in the year it is earned. The primary vacation shall consist of consecutive weeks unless the employee requests non-consecutive weeks. Only above two primary weeks may vacation days be used singly; in that case, the minimum will be one eight hour shift for vacation day. Vacations shall begin on Sundays.

In the event an employee who was hired on or after June 1, 2000 separates from service (resignation, retirement, termination, layoff, etc.) he/she will be entitled to vacation pay for the pro-rata portion of the fiscal year in which he/she separates from the Village.

## **ARTICLE X**

### **LIFE INSURANCE**

Each member of the Ellenville PBA will be included in a Group life Insurance Program providing \$75,000 coverage for each employee. The entire cost of the \$75,000 coverage under the Group Life Insurance Program will be paid in full by the Village.

## **ARTICLE XI**

### **HEALTH INSURANCE AND OPTICAL PLAN**

A. Effective June 1, 2000, all unit members hired prior to that date shall pay five percent (5%) of the cost of the individual or family health insurance policies elected by the member under the State-Wide Health Insurance Plan ("State-Wide Plan") or a plan of basic and major health insurance selected by the Village in substitution, provided that no such plan may be selected if the plan provides less than existing benefits or contains a different method of reimbursement. The plan shall be incorporated into and considered part of this Agreement.

B. Effective June 1, 2000 all unit members hired on or after that date shall pay ten percent (10%) of the cost of the individual or family health insurance policies elected by the member under the State-Wide Health Insurance Plan ("State-Wide Plan") or a plan of basic and major health insurance selected by the Village in substitution, provided that no such plan may be selected if the plan provides less than existing benefits or contains a different method of reimbursement. The plan shall be incorporated into and considered part of this Agreement.

C. Unit members eligible for health insurance through another plan may elect to withdraw from the Village provided health insurance plan. Members eligible for family health insurance coverage who withdraw from the plan will receive an annual payment of \$2,000. Members eligible for individual coverage who withdraw from the plan will receive an annual payment of \$1,000. The payment of the buyout shall be made in the first payroll in August and shall be prorated if the member is covered by the Villages health insurance plan for any part of the year. The member must be out of the Village's plan the entire month to be credited with the

buyout payment amount for that month. Re-entry into the plan shall be subject to the requirements of the plan. The voluntary buyout shall be available upon the implementation of the Flexible Spending Plan, which shall be implemented as soon as practicable. The forms attached hereto shall be used to effectuate the buyout and re-entry into the plan.

D. The Village reserves the right to change health insurance carriers provided there be no diminution in benefits and no added premiums covered by the change.

E. The Village shall provide to each employee the Federation of Police Optical Plan. The Village shall only be required to contribute sixty dollars (\$60.00) premium for that plan for each employee, each year.

## **ARTICLE XII**

### **EMERGENCY LEAVE**

On rare and special occasions, the Chief of Police, with the approval of the Village Manager, may grant an emergency leave of absence not to exceed two (2) days. Any Ellenville PBA member covered by this Agreement who is granted an emergency leave of absence will be paid the regular pay he/she would have received during that period of time. It is understood that such leave days shall be in addition to other leave credits as enumerated herein. (A side letter concerning Emergency Leave is made a part of this Agreement and attached hereto.)

## **ARTICLE XIII**

### **WORK SCHEDULES**

A. It shall be the policy of the Village that each employee's tour of duty have no split shifts or split days off, and each member of the Ellenville PBA shall be entitled to two (2) consecutive days off per week, except in emergency situations to be determined by the Chief of Police. The Youth Officers' hours shall be set by the Chief of Police. Although staffing shall be

determined by the Village such determination will be made in consideration of the health and welfare of the Police Officer.

B. The Detective(s) shall remain as uniformed personnel and shall continue with the work schedule delineated in paragraph "A" above until such time as the position of detective is removed as an uniformed position. At the point in time when the Village intends to remove the Detective from uniformed personnel, it shall notify the PBA, at which time the parties shall negotiate the impact and change in terms and conditions of employment.

---

C. The Detective(s) may be called upon during their off-work hours, on an alternating basis, if available, in order to respond to cases and/or matters as determined by the Chief of Police or designee. In the event a Detective is called in to duty under these circumstances, they shall receive payment as set forth in the Collective Bargaining Agreement between the parties.

## **ARTICLE XIV**

### **BIDDING**

Effective June 1, 2001 through May 31, 2003, tours of duty will be determined by bidding in order of seniority among officers within the same rank. Bidding shall occur every six (6) months. The Village may switch an officer's tour of duty after an absence of one (1) week. If the Village changes the days off of a tour of duty, the employee(s) whose tour of duty has been changed shall be entitled to displace any employee of the same rank with less seniority. Any displaced employee shall have the same right to displace any other employee of the same rank with less seniority.

The Lieutenant shall work either the 8:00 a.m. to 4:00 p.m. tour of duty or the 4:00 p.m. to 12:00 midnight tour of duty. The tour of duty that the Lieutenant will work will be the one that is not worked by the Chief of Police. The shifts that will be bid upon shall be established by the Village. Nothing in this Article is intended to limit the Village's discretion to determine personnel needs.

## **ARTICLE XVII**

### **REIMBURSEMENTS**

The Village shall reimburse Ellenville PBA members for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by Workers' Compensation which are destroyed, damaged or lost as a result of police activity when Ellenville PBA members are on duty status and acting within the scope of employment. The Village will reimburse Ellenville PBA members for reasonable cost of repair or replacement of ~~uniforms, clothing or other personal property damaged or destroyed in the line of duty.~~ Determination of the extent of repairs and/or replacements to be covered will be made by the Chief of Police and approved by the Village Manager.

## **ARTICLE XVIII**

### **OUTSIDE EMPLOYMENT**

The Village shall permit outside employment by members of the Ellenville PBA provided such outside employment does not interfere with the performance of duties with the Village Police Department or impair the efficiency of the Village Police Department functions.

## **ARTICLE XIX**

### **ELLENVILLE PBA RIGHTS**

#### **A. Bulletin Boards:**

The Village will provide a bulletin board for the exclusive use of the Ellenville PBA for posting bulletins, notices and materials issued by the Ellenville PBA.

#### **B. Agency Fee Deduction:**

The Ellenville PBA shall notify the Village of its yearly fee on or before June 1 of any given year. The Village shall then deduct such fee in equal installments from the paychecks

of all members of the Ellenville PBA unit and forward such amount to the treasurer of the Ellenville PBA (procedure and number of deductions shall be determined bilaterally).

## **ARTICLE XX**

### **EMPLOYEE PROTECTION**

No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. In any situation in which a supervisor, administrator or the Village may choose to confront an employee for the purpose of discipline or reprimand, such employee shall be advised prior to such conference as to the nature of the meeting and shall be given the opportunity to request the presence of an Ellenville PBA representative at the meeting.

In the event that the Village is considering the dismissal of an employee, it will provide at least one (1) written warning and will schedule a meeting among the Chief of Police, the employee and his Ellenville PBA representative for the purpose of improving his performance in order to continue his employment.

If a member is to be placed under arrest, he shall be so informed of the nature of the investigation before any interrogation commences and afforded all rights and privileges as enumerated above, together with his rights under the Miranda decision. All such conferences and/or interrogations shall be held at Police Headquarters in Ellenville, New York.

## **ARTICLE XXI**

### **GRIEVANCE PROCEDURE**

A. A grievance shall mean a complaint by an employee in the bargaining unit that:

1. There has been a misapplication, misinterpretation or a violation of this Agreement.



2. There has been a violation, misapplication or misinterpretation of, or inequitable treatment under established past practice, policy or rules and regulations of the Village affecting terms and conditions of employment of the members of the bargaining unit.

B. As used in this Article, the term "employee" shall mean:

1. An individual employee, or
  2. A group of employees, or
  3. The Ellenville PBA.
- 

C. Steps:

**Step 1: Chief of Police** - Initially, any grievance by a unit member and/or Union (hereafter referred to as the "grievant") shall be filed, in writing, with the Chief of Police within thirty (30) working days of the date upon which the grievant knew or should have known of the act or condition upon which the grievance is based. The Chief shall set up a conference to be held within ten (10) calendar days of the submission of the grievance to him. An Ellenville PBA representative shall be present at the conference to meet with the Chief to discuss the grievance in an attempt to resolve it. The Chief of Police shall furnish the Ellenville PBA his decision, in writing, within ten (10) calendar days after the conference. Failure to submit a response to the grievance shall be deemed an automatic denial.

**Step 2: Mayor** - If the Chief's answer from Step 1 is not satisfactory, the Ellenville PBA may file an appeal, in writing, to the Mayor or the Mayor's designee within ten (10) calendar days after receiving the decision at Step 1. Within ten (10) days after receiving an appeal, the Mayor or the designee shall hold a hearing on the grievance with Ellenville PBA representatives present. The Mayor or the designee shall furnish the Ellenville PBA his/her decision, in writing, within ten (10) calendar days of the hearing. Failure to submit a response to the grievance shall be deemed an automatic denial.

**Step 3: Arbitration** - If the grievance is not resolved at Step 2, the Ellenville PBA may submit the grievance to arbitration by filing with the Mayor, a written notice of intent to arbitrate within ten (10) working days of receipt of the Step 2 decision. Not later than ten (10) working days after such written notice of intent to arbitrate is filed with the Mayor, the Village and the Ellenville PBA, through their representatives, will select an arbitrator based on first availability from the following names:

1. Theodore Lang
2. Susan Mackenzie
3. Jeffrey Selchick
4. Ben Falcigno
5. Janet Spencer
6. Jonathan Liebowitz

Either party may reject a panel member and ask the other party to meet to select a replacement. In the event of death or unavailability, the parties shall meet to select a replacement. In the event of no agreement, the parties may refer the matter to the American Arbitration Association for a replacement.

Arbitration will then proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitration hearing shall be held in the Village offices in Ellenville, New York. The arbitrator shall hear and decide the case or cases that are set forth before him. The determination of the arbitrator shall be final and binding and subject to an appeal under Article 75 of the CPLR.

All fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the Village and the Ellenville PBA.

**D. Miscellaneous:**

1. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Village or any member of the administration against any individual employee who

grieves hereunder or against the Ellenville PBA or against any other participant in the grievance procedure by reason of filing such grievance, the prosecution thereof, or participation by any such employee in the prosecution of any grievance.

2. The Village and the Ellenville PBA agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of the normal activities of the police department.

## **ARTICLE XXII**

### **EDUCATION**

Any member hired who possesses an Associates Degree or higher in Police Science/Criminal Justice or who earns such a degree while employed by the Village shall be entitled, upon request, to a one time payment of two hundred fifty dollars (\$250.00).

## **ARTICLE XXIII**

### **INVALID ARTICLES**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunals, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE XXIV

### SALARIES

#### A. Base Salary:

Each employee shall be entitled to an annual base salary as set forth in Schedule "A" attached hereto and made a part of this Agreement.

In determining the Step of the salary schedule in which each employee is to be assigned, the following principles shall apply:

1. An employee shall be entitled to move one Step on the salary schedule if that employee worked one-half or more of the scheduled work year. Paid leave credits shall count as time worked for this purpose.

2. Credit for prior service may be granted to a new employee up to a maximum of three (3) years.

#### B. Longevity:

Longevity pay shall be made by separate check payable in the first pay period of January each year.

Each employee shall be entitled to non-cumulative longevity pay in the amounts of:

<u>Years of Service</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Years 6-10	\$450	\$475	\$500
Years 11-15	\$575	\$600	\$650
Years 16-19	\$700	\$750	\$800
Years 20 & above	\$825	\$875	\$925

C. Overtime:

All unit members who are required to work more than eight (8) hours in any twenty-four (24) hour day, and more than forty (40) hours in any week, will be entitled to overtime.

At the option of the unit member, all overtime shall be paid in either cash payment or compensatory time. All overtime shall be paid on the basis of time and one-half (1.5X) for all hours worked. In the event a unit member elects compensatory time, such time off shall be at a mutually agreeable time with the Chief of Police according to departmental needs. The compensatory time shall be attempted to be used within two (2) months of when it was earned. However, in the event a mutually agreeable date(s) is not achieved due to departmental needs, the unit member shall be permitted to carry the time forward until such time as it can be mutually agreed upon to be taken in conjunction with departmental needs.

All overtime opportunities shall be rotated on an equitable basis.

The Detective(s) shall not be afforded regular overtime opportunities concerning uniformed personnel until such time when all other uniformed personnel either decline or are unavailable.

D. Detective Differential:

The Detective(s) shall receive an annual differential over and above their respective Steps in the amount of nine hundred fifty dollars (\$950).

E. Court Appearances:

Any Ellenville PBA member covered by this Agreement who attends a court proceeding arising out of the performance of his duties shall be compensated pursuant to existing practice.

**F. Mileage:**

Employees who use their own vehicles in the performance of their duties shall be reimbursed at the rate of eighteen cents (\$.18) per mile or IRS figures, which ever is higher.

**G. Minimum Call-In:**

Any employee called in to work on regularly scheduled time off shall receive a minimum of two (2) hours pay at one and one half times (1.5X) the regular rate of pay.

**ARTICLE XXV**

**FLEXIBLE SPENDING PLAN**

As soon as practicable, the Employer shall implement a flexible spending plan pursuant to Section 125 of the Internal Revenue Code.

**ARTICLE XXVI**

**DEFERRED COMPENSATION**

As soon as practicable, the Village shall implement and make available to all unit members, the New York State Deferred Compensation Plan.

**ARTICLE XXVII**

**GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE**

**Section 1. Applicability**

The following procedures shall be used to determine General Municipal Law Section 207-c claims and certain disputes arising thereunder.

## **Section 2. Definitions**

- a) **Employer:** The Village of Ellenville
  - b) **Chief:** The Chief of Police of the Village of Ellenville
  - c) **Claimant:** Any Police Officer of the Village of Ellenville who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment.
  - d) **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.
- 
- e) **Section 207-c Benefits:** The regular salary or wages and medical treatment and hospital care necessitated by such injury or illness payable to an eligible Claimant under Section 207-c. In addition to receiving his/her regular salary or wages (including longevity and holiday pay) and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to continue health insurance in the same manner in which the employee was receiving health insurance when working.

## **Section 3. Application for Benefits**

1. Any Claimant who is injured in the performance of his duties, or is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, shall file a written incident report with the Chief and Claims Manager within twenty-four (24) hours of becoming aware of the injury or illness. Upon sufficient reason, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required twenty-four (24) hours. The claimant shall also file a timely application for Workers' Compensation benefits.
2. The incident report shall include, to the extent practicable, the following information:
  - (a) the time, date and place of the incident;
  - (b) a statement of the facts surrounding the incident;
  - (c) the nature and extent of the Claimant's injury or illness; and
  - (d) the name of any possible witnesses to the incident.
3. Where the claimant's injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a

Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using official application form(s), which shall include the following information:

- (a) the time, date and place where the injury or illness producing incident occurred;
  - (b) a detailed statement of the particulars of the incident;
  - (c) the nature and extent of the Claimant's injury or illness;
  - (d) the Claimant's mailing address;
  - (e) the names of any potential witnesses; and
  - (f) the name and address of all of the Claimant's treating physicians.
4. The Claims Manager may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

#### **Section 4. Authority and Duties of Claims Manager**

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits. There shall be no entitlement to a due process hearing on the initial determination.
2. The Claims Manager shall have the authority to:
  - (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
  - (b) require the production of any book, document or other record that pertains to the application, injury, or illness;
  - (c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
  - (d) require the Claimant to sign forms for the release of medical information that bears upon the application; and
  - (e) do all that is necessary or advisable in the processing of said application.



On an initial determination investigation, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Manager shall render his/her decision to the Claimant, Employer and the Chief within fifteen (15) calendar days. The written determination shall set forth the reasons for the Claims Manager's decision.

An appeal from an initial determination of the Claims Manager must be made within ten (10) calendar days of receipt of the initial determination directly to the Village Board. The Board shall render its determination on the same materials and information as did the Claims Manager. There is no right to an evidentiary hearing before the Village Board. Any appeal from the determination of the Village Board shall be made pursuant to Article 78 of the Civil Practice Law and Rules.

#### **Section 5. Time Off Pending Initial Determination**

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the claimant shall use paid leave in the following order:
  - (a) Personal Leave
  - (b) Compensatory Time
  - (c) Vacation

In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claimant shall be removed from the payroll pending the determination, however, the Village shall permit co-workers to donate leave accruals to the Claimant and if it is determined that the Claimant is entitled to 207-c benefits, all used leave accruals and donated days will be restored.

#### **Section 6. Medical Treatment**

1. After the filing of an application, the Claims Manager may require a Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical, surgical, or other lawful remedial treatment deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses

to accept such medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. Provided an initial determination has been made granting the employee General Municipal Law 207-c benefits and the employee presents medical documentation to controvert the Village's determination of necessary treatment, the employee shall be entitled to a hearing in accordance with Section 11 of this procedure by filing an appeal contemporaneously with the medical documentation aforementioned. Pending the hearing the employee shall use his/her leave accruals. If leave accruals are exhausted, the employee shall be removed from the payroll, however, the Village shall permit co-workers to donate leave accruals to the employee and if it is determined that the medical treatments assignment was appropriately refused, all leave accruals used and donated days shall be restored.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant or recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.

## **Section 7. Light Duty Assignments**

1. Any Claimant receiving Section 207-c benefits who is not eligible for or who is not granted an ordinary or accidental disability retirement allowance or retirement for disability incurred in the performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform specified types of light police duty which shall be consistent with the claimant's status as a Police Officer. Any Claimant deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief to perform such light duty. Any officer on light duty shall be entitled to the same wages and fringe benefits he/she would have received had he/she been on full duty.
2. A Claimant who disagrees with the order to report for light duty and who submits medical documentation to controvert the Village's light duty assignment may request a hearing, pursuant to Section 11 herein, within forty-eight (48) hours after receipt of the order, with the Claims Manager. Pending the hearing the employee shall use his/her leave accruals. If leave accruals are exhausted, the employee shall be removed from the payroll, however, the Village shall permit co-workers to donate leave accruals to the employee and if it is determined that the light duty assignment was appropriately refused, all leave accruals used and donated days shall be restored.

## **Section 8. Changes in Condition of Recipient**

1. Every Section 207-c recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

## **Section 9. Right of Perpetual Review and Examination**

1. The Claims Manager shall have the right to review the eligibility of every 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:
  - (a) requiring recipient to undergo medical examination by physician or medical provider chosen by the Claims Manager;
  - (b) requiring recipient to apprise the Claims Manager as to their current condition;
  - (c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case; and
  - (d) requiring recipient to undergo medical, surgical or other lawful remedial treatment deemed necessary by appointed physicians.

## **Section 10. Termination of Benefits**

1. If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits, the Claims Manager shall seek to terminate such benefits pursuant to the provisions of Section 11 of this procedure. Notice of such termination and the reasons therefore shall be served by mail upon the Claimant. Pending a determination with respect to the employee's eligibility, the employee shall continue to receive 207-c benefits.

## **Section 11. Hearing Procedures**

1. Hearings requested under the provisions of this procedure shall be conducted by a hearing officer selected by the Village from among those individuals certified as an arbitrator by the American Arbitration Association. The hearing officer shall make findings of fact and recommendations to the Village Board, which shall render a final and binding determination of the issues presented. The claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. Either party may cause a transcript to be

made. The Claimant and the Employer agree to share equally the costs of the transcript. The fees and expenses of the hearing officer shall be paid equally by the parties. The determination of the Village Board shall be reviewable only pursuant to Article 78 of the Civil Service Practice Law and Rules.

#### **Section 12. Coordination with Workers' Compensation Benefits**

1. Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received 207-c benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Claimant. Employees who apply only for Workers' Compensation shall only receive benefits pursuant to that statute.

#### **Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement**

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

#### **Section 14. Miscellaneous**

1. A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.
2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

### **ARTICLE XXVIII**

#### **MISCELLANEOUS**

A. Any individual arrangement, agreement or contract between the Village and employee shall be subject to and consistent with the terms and conditions of this Agreement.

B. This Agreement shall supersede any rules, regulations or practices of the Village relating to terms and conditions of employment and the administration of grievances which shall be contrary to or inconsistent with its terms.

C. Copies of this Agreement shall be printed at the expense of the Village and given to all employees now employed or hereinafter employed by the Village.

D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE XXIX

#### TERM OF AGREEMENT

This Agreement shall be in effect from June 1, 2000 through May 31, 2003.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials and their seals affixed hereto as of this \_\_\_\_ day of \_\_\_\_\_, 2001.

#### VILLAGE OF ELLENVILLE

By: Thomas J. Briggs 4-16-01  
Thomas J. Briggs, Mayor Date

By: Michael C. Mills 4/16/01  
Michael C. Mills, Village Manager Date

#### VILLAGE OF ELLENVILLE POLICE BENEVOLENT ASSOCIATION

By: Paul Carufe 4/26/01  
Paul Carufe, President Date

By: Christopher Lutz 4/16/01  
Christopher Lutz, Vice President Date

## SCHEDULE "A"

### SALARY SCHEDULE

6/1/00 - 5/31/03

#### Patrolmen

Year	6/1/00	6/1/01	6/1/02
1	27,790	27,790	27,790
2	30,139	30,893	31,665
3	32,474	33,286	34,118
4	34,496	35,359	36,243
5	40,410	41,925	43,497

#### Sergeant

Year	6/1/00	6/1/01	6/1/02
1	42,412	44,003	45,653
2	45,396	47,099	48,865

#### Lieutenant

Year	6/1/00	6/1/01	6/1/02
1	46,521	48,265	50,075

#### Dispatcher

Year	6/1/00	6/1/01	6/1/02
1	19,779	19,779	19,779
2	21,591	22,130	22,684
3	23,536	24,124	24,728
4	25,483	26,120	26,773
5	27,488	28,519	29,589
6	29,488	30,594	31,741

## **SCHEDULE "B"**

### **SALARY SCHEDULE**

**6/1/00 - 5/31/03**

#### **Patrolmen**

<b>Year</b>	<b>6/1/00</b>	<b>6/1/01</b>	<b>6/1/02</b>
<b>1</b>	<b>45,072</b>	<b>46,763</b>	<b>48,516</b>
<b>2</b>	<b>45,849</b>	<b>47,569</b>	<b>49,352</b>
<b>3</b>	<b>46,626</b>	<b>48,375</b>	<b>50,189</b>

#### **Sergeant**

<b>Year</b>	<b>6/1/00</b>	<b>6/1/01</b>	<b>6/1/02</b>
<b>1</b>	<b>50,635</b>	<b>52,534</b>	<b>54,504</b>
<b>2</b>	<b>51,508</b>	<b>53,440</b>	<b>55,444</b>
<b>3</b>	<b>52,382</b>	<b>54,346</b>	<b>56,384</b>

#### **Lieutenant**

<b>Year</b>	<b>6/1/00</b>	<b>6/1/01</b>	<b>6/1/02</b>
<b>1</b>	<b>51,889</b>	<b>53,834</b>	<b>55,853</b>
<b>2</b>	<b>52,783</b>	<b>54,763</b>	<b>56,816</b>
<b>3</b>	<b>53,677</b>	<b>55,690</b>	<b>57,778</b>

#### **Dispatcher**

<b>Year</b>	<b>6/1/00</b>	<b>6/1/01</b>	<b>6/1/02</b>
<b>1</b>	<b>32,891</b>	<b>34,125</b>	<b>35,404</b>
<b>2</b>	<b>33,458</b>	<b>34,713</b>	<b>36,014</b>
<b>3</b>	<b>34,025</b>	<b>35,301</b>	<b>36,625</b>

## **APPENDIX "C"**

### **UNIFORM ARTICLES AND EQUIPMENT**

#### **FULL-TIME POLICE OFFICERS**

- 3 Long-sleeved Shirts
- 3 Short-sleeved Shirts
- 3 Pants
- 1 "Ike" Style Jacket
- 1 Winter Jacket
- 2 Ties
- 1 8-point Hat
- 1 Pair of Boots
- 1 Rain Coat
- 1 Rain Hat
- 1 Set "EPD" (police collar brass)

#### **FULL-TIME DISPATCHERS**

- 2 Long-sleeved Shirts
- 2 Short-sleeved Shirts
- 2 Pants (or 2 shirts)
- 1 "Ike" Style Jacket
- 2 Ties
- 1 Pair Low Cut Black Shoes (Oxford Style)
- 1 Black Belt
- 1 Set "EPD" (police collar brass)



**VILLAGE OF ELLENVILLE**  
**REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:  
(Name of organization or employer)

Subscriber Number:

2. Attached to this form is a copy of the identification card for this health insurance plan.

In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Employer provided health insurance coverage for which I and/or my dependents are now eligible. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance Coverage, and to re-establish Employer provided health insurance coverage and that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Employer as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier. I hereby acknowledge that this form is to be completed annually by me, during the open enrollment period, for the ensuing year.

3. I understand and agree that I will be compensated by the Employer for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement between the Employer and the Ellenville Police Benevolent Association.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Employer to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Employer the necessary form to re-establish the health insurance coverage provided by the Employer in accordance with the requirements of the Employer's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Employer's health insurance carrier. Upon resumption of my health insurance coverage through the Employer, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement by and between the Employer and the Ellenville Police Benevolent Association.

Date: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_

Employer Agent \_\_\_\_\_ Print Name \_\_\_\_\_

cc: PBA President  
Employer of the Village of Ellenville

**VILLAGE OF ELLENVILLE**

**REQUEST TO RESUME HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request to re-establish Employer provided health insurance which I had previously received from the Employer. I have attached a completed New York State Health Insurance Transaction Form, which is required by the health insurance carrier.
2. I understand and agree that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the Employer's health insurance carriers.
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Employer provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Employer and PBA.

Date: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Employer Agent \_\_\_\_\_ Print Name \_\_\_\_\_

cc: PBA President

**THE VILLAGE OF ELLENVILLE POLICE DEPARTMENT  
GENERAL MUNICIPAL LAW SECTION 207-c**

**APPLICATION**

1. \_\_\_\_\_  
Name of Officer
2. \_\_\_\_\_  
Address
3. \_\_\_\_\_ 4. \_\_\_\_\_  
Telephone Number Age
5. \_\_\_\_\_  
Name of Supervisor
6. \_\_\_\_\_  
Current Job Title
7. \_\_\_\_\_  
Occupation at Time of Injury/Illness
8. \_\_\_\_\_  
Length of Employment
9. \_\_\_\_\_ 10. \_\_\_\_\_ 11. \_\_\_\_\_  
Date of Incident Day of Week Time
12. (a) \_\_\_\_\_  
Name of Witness(es) and Address (if available)  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_
13. (a) \_\_\_\_\_  
Names of co-employees at the incident site  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) \_\_\_\_\_

15. Where did the incident occur? Specify. \_\_\_\_\_

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) \_\_\_\_\_

17. When was the incident first reported? \_\_\_\_\_

To Whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness(es) (if any) \_\_\_\_\_

18. Was first aid or medical treatment authorized? \_\_\_\_\_

By Whom? \_\_\_\_\_ Time \_\_\_\_\_

19. Name and address of attending physician \_\_\_\_\_

20. Name of Hospital \_\_\_\_\_

21. State name and address of any other treating physician(s) \_\_\_\_\_

22. State nature of injury and part or parts of body affected \_\_\_\_\_

23. Will the officer be returning to duty? \_\_\_\_\_

When? \_\_\_\_\_

\_\_\_\_\_  
Date of Report

\_\_\_\_\_, New York

\_\_\_\_\_  
Signature of Injured Officer

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ULSTER )

\_\_\_\_\_, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof;

that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before this \_\_\_\_\_ day  
of \_\_\_\_\_, 2001

\_\_\_\_\_  
NOTARY PUBLIC-COMMISSIONER OF DEEDS

## SIDE LETTER OF AGREEMENT

### VILLAGE OF ELLENVILLE AND VILLAGE OF ELLENVILLE POLICE BENEVOLENT ASSOCIATION

IT IS HEREBY AGREED that following Side Letter of Agreement shall constitute an addendum to the 2000-2003 collective bargaining agreement between the parties:

It is hereby agreed by the parties that as of the date of the signing of this side Letter of Agreement, no past practice exists relative to the use of emergency leave, under Article XII of the parties' collective bargaining agreement. The parties further agree that any instance which occurred prior to the signing of this agreement relative to the approval or denial of emergency leave shall not serve as any evidence relative to interpretation of Article XII.

#### VILLAGE OF ELLENVILLE

By: T.J. Briggs 4-16-01  
Thomas J. Briggs, Mayor Date

By: Michael C. Mills 4/16/01  
Michael C. Mills, Village Manager Date

By: \_\_\_\_\_  
Stuart S. Waxman, Esq. Date

#### VILLAGE OF ELLENVILLE POLICE BENEVOLENT ASSOCIATION

By: Paul Carufe 4/20/01  
Paul Carufe, President Date

By: Christopher Lutz 04/16/01  
Christopher Lutz, Vice President Date

By: \_\_\_\_\_  
Kenneth J. Franzblau, Esq. Date